

AGREEMENT BETWEEN THE BOROUGH OF
HALEDON AND THE HALEDON P.B.A. LOCAL
#349

JANUARY 1, 2010 THROUGH DECEMBER 31, 2015

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PREAMBLE

THIS AGREEMENT made this day of , 200, by and between the Borough of Haledon, a municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" and the Haledon Patrolmen's Benevolent Association, Local 349 hereinafter referred to as the "P.B.A."

WITNESSETH:

That in consideration of mutual promises, and covenants and agreements of the parties has hereby agreed as follows:

Article I - Recognition

- 1.1 The Haledon P.B.A. is a member of the New Jersey State P.B.A., Passaic County P.B.A. Local 349; see attached certification, which is self-explanatory. The P.B.A. is recognized as the exclusive majority representative for the purpose of negotiation in accordance with a certificate of representation issued by the State of New Jersey Public Employment Relations Commission on December 11, 1979, a copy of which is attached hereto and made a part hereof.

Article II - Application of Agreement

- 2.1 This agreement shall apply to employees in accordance with the designation of unit contained in the aforesaid certification of representation. (Haledon Police only).
- 2.2 This unit agrees not to represent anyone above the rank of Captain in the negotiations of salary and fringe benefits.
- 2.3 All terms within the written agreement shall be defined in accordance with the provisions of the New Jersey Employer-Employee Relations Act of 1968, and the several amendments and supplements thereto as well as the rules and regulations promulgated by the Public Employment Relations Commission pursuant tot the terms of the act relating specifically to Police Municipal Negotiations, "unless provided herein

Article III - Management Rights and No Strike

1. The parties recognize that the Police function is intimately related to the public interest. The responsibility for the day-to-day management, supervision and control of the Police Department is reposed by law in the Chief of Police. That statutory function of the Chief of Police may not be diminished by any contractual agreement between the parties, except as herein provided.
2. No employee of the Police Department shall have the right to strike or engage in slowdowns, and no officer, member or representative of the Association will recommend, aid encourage, counsel or advise any member of the Police Department to strike or engage in any slowdowns. In the event that there is any strike or slowdown, the Municipality reserves the right to seek appropriate judicial relief.
3. The Association agrees that the work to be performed; the materials to be used; the location of the work; extra shifts; the manner of performing the municipal functions of the Department; including the use of labor saving techniques; the determination of financial and accounting policies; the determination of contents; the judgment as to the ability of an individual to handle the particular job; the ability of employees to various shifts, or various jobs; or other prerogatives customarily exercised by management, shall be solely and exclusively within the unreviewable discretion of the Police Chief and not subject to grievances or arbitration proceedings, except for those terms and conditions of employment covered by statute, ordinance, Rules and Regulations of the Borough of Haledon Police Department and this Agreement.
4. All members of the Police Department shall comply with all applicable provisions of law and ordinances of the Borough and the Police Rules and Regulations, except that the parties agree that any ordinance of the Borough of Haledon which is in conflict with the provisions of the within agreement dealing with salaries, shift differential, longevity, overtime, vacation, holidays, insurance, clothing allowance, personal leave and terms and conditions of employment, are expressly made subordinate to such provisions of this agreement
5. All decisions concerning who shall be promoted are in the exclusive province of the Borough and shall be made in accordance with the applicable provisions of law.
6. All decisions concerning any discipline shall be grievable pursuant to Haledon Borough Police Department Rules and Regulations and shall be in accordance with the provisions of statute, City Ordinance and Rules and Regulation of the Borough of Haledon Police Department.

Article IV - Hours and Overtime

4.1 SCHEDULE A (12 HOUR SHIFTS) (PITMAN SCHEDULE) .

The public employer shall provide for a twelve (12) hour work shift schedule for the Patrol Division only. All other Divisions will remain as they are in the Collective Bargaining Agreement. All employees under this present agreement shall continue under prior terms and conditions as set forth in the contract. Employees on the twelve (12) hour chart shall have their schedule comply with the following provisions:

- (1) The. Duty for members of the department shall consist of the 12 consecutive Hours per day (0600-1800 and 1800-0600 hours of operation) this schedule is for the Sergeants and Police Officer's assigned to the Patrol Division.

Squads 1 & 2 shall have the following sequence of days on and off; which starts on a Monday and ends on the subsequent Sunday. Two days off, Two days on, Three days off, Two days on, Two days off, Three days on.

- (2) Changes in overtime to address the schedule shall be paid to all personnel working the Pitman Schedule in excess of 12 hours per day, with the exception of their scheduled days off. Each officer shall be entitled to monetary compensation at time and a half the rate of that officer's pay

a No double shifts shall be permitted under the twelve (12) hour Schedule. And each officer shall always have a minimum of two days off per week on normal duty.

A maximum of four (4) hours overtime shall be worked if it is Prior to or immediately following (continuous) to an officer's shift

- (3) All current Holidays, Personal Days and Vacation Days shall be turned into twelve (12) hour days off. In exchange, the extra 104 hours, which are worked during the year by each officer, will be turned back to the Borough of Haledon. This section is only for those officers working the (12) hour Pitman Schedule in the Patrol Division. All other Divisions will remain as the Collective Bargaining Agreement states. All officers within the Department shall be permitted to take any of their Holidays, Personal Days and Vacation time as individual days off or in a block of days off

Squads 3 & 4 shall have the following sequence of days on and off, which Start on a Monday and end on the subsequent Sunday. Two days on, Two days off, Three days on, Two days off, Two days on, Three days off. Both the three days on and the three days off shall always fall on Fridays, Saturdays and Sundays. All squads shall change on a 14-day cycle

- (4)
 - a. The schedule will be established with four patrol squads. Each having a minimum of one Sergeant and Two Patrol Officers.
 - b. Officers working longer than twelve (12) hours on their schedule day of work or anytime on their days off shall be entitled to Compensation at time and a half at that officers hourly pay rate or Time and a half off in compensatory time off
 - c. Officers shall be entitled to two fifteen minute breaks, at the officer request. And a forty-five minute (45) meal period. If there is a minimum of two officers working together, they shall accommodate each other on their breaks and meal break.
- (5)
 - a. If agreed upon by two officers of equal rank, they shall be Permitted to switch their shifts with each other. Officer's will go through the chain of command and fill out the proper paper work, any switch consisting of two or more consecutive days or deviates from this schedule and section, must be approved by the Chief, Deputy Chief of Police or his designee.

- 4.2 There shall be a minimum guarantee for all courts and agencies including Haledon Municipal Court of two (2) hours pay at the premium rate for off duty officers.
- 4.3 Officers working beyond their eight-hour shift, in order to complete a job or accommodate an emergency, will receive at the employee's discretion, monetary compensation or compensatory time off at the rate of one and one half (1 1/2) hour's time for each hour worked.
- 4.4 In the event that an officer is unable to take such compensatory time during the course of a calendar year, such compensatory time shall be paid for, at the officer's regular hourly rate, on or before December 1st of that year.
- 4.5 In the event that an off-duty officer is recalled on duty, except for court appearances as provided in Section 4.5 above, said officer shall be guaranteed a minimum of four (4) hours of overtime pay.
- 4.6 Payment for all overtime shall be paid in the pay period immediately succeeding the pay period in which it is earned.

Article V - Holidays

5.1 Members of the P.B.A. shall be entitled to the following holidays off with monetary compensation or compensatory time off at straight time rate:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day Good Friday
Memorial Day Independence
Day (July 4th)
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday

5.2 Four of the above holidays shall be granted off at anytime as long as another officer can fill the shift. The officer working this overtime shall be paid half monetary compensation and half compensatory time off at (1 and ½) one and one half times the officer's pay rate.

5.3 All Holiday pay owed by the Borough shall be paid to each officer on or before December 31, of the year in which the holiday pay was earned.

5.4 Employees required to work on holidays shall be granted compensatory time off with pay.

Article VI - Personal Days and Sick Days

6.1 Personal Days — Police Officers shall be entitled to four (4) personal days per year. Officers shall not be denied these days off as long as another officer can fill the shift of the officer taking off. The officer working for overtime shall be paid half monetary compensation and half compensatory time off at (1 and ½) one and one half time's that officer's pay rate.

6.2 Sick Days — Police Officers shall be entitled to unlimited sick days up to one (1) year. Police Officers having more than two consecutive days sick shall be required to furnish a Physicians note to return to work. If a injury or illness extends two consecutive weeks, the Boro may request you to see their Physician at their cost.

6.3 Upon being out sick on the third consecutive day, the officer that is out sick shall provide a Doctors note to the Chief of Police or his designee.

Upon being out sick on the fifteenth consecutive day, the officer that is out sick maybe asked by the Boro to see their physician. The Boro will pay for cost of said exam.

Article VII - Vacation

- 7.1 Employees shall be entitled, after employed one (1) full year, one (1) week vacation with pay. Full time employees employed for two (2) years or longer are entitled to a two- (2) week vacation with pay. Employees employed for five (5) years or longer are entitled to a three- (3) week vacation with pay. Employees employed for ten (10) years or more are entitled to a four- (4) week vacation with pay. Employees employed for sixteen (16) years or longer are entitled to a five- (5) week vacation with pay.
- 7.2 In the event that an officer is unable to take accumulated vacation time during the course of the calendar year, he/she shall be paid for five vacation days or be able to carry over five vacation days into the next calendar year.. If an officer becomes ill, injured or incapacitated and is unable to take his vacation time due to these incidents. The officer(s) shall be paid for his five days vacation days and any additional vacation days shall be carried over into the next calendar year. If an officer would like to be paid for his vacation time. That officer shall notify the Borough of Haledon on or by December 1st of each year.

Article VIII - Seniority

8.1 Seniority shall be determined by the officer's length of service as a police officer in the police department, calculated from the first day of employment as a probationary patrolman. In determining preferences for the purposes of selecting vacation, shift worked, compensatory time off, holidays and personal days, seniority shall control. Any overtime work shall also be allocated according to seniority on a rotation basis. A refusal of an overtime opportunity shall be considered as time worked. The Chief of Police shall retain all prerogatives as granted to the office by statute or rule.

Article IX - Insurance Coverage

- 9.1 The Borough agrees to maintain all current insurance coverage. Blue Cross, Blue Shield and Rider J.
- 9.2 The Borough shall maintain the present optical insurance to regularly appointed and probationary full time employees of the Police Department and their families at no cost to the employee, \$750.00 (Seven Hundred and Fifty Dollars) per family shall be provided based upon each calendar year. This coverage does not cover children over the age of 23.
- 9.3 The Borough shall provide prescription drug insurance coverage to all regularly appointed and probationary full time employees of the Police Department and their families at no cost to the employee. Commencing January 1, 2003, the deductible shall be \$5.00 (Five Dollars) for generic drugs and \$10.00 (Ten Dollars) for patent name drugs.
- 9.4 The Borough agrees to maintain false arrest insurance for each member of the Police Department.
- 9.5 The Borough shall provide a dental insurance plan to all regularly appointed and probationary full time employees of the Police Department and their families at no cost to the employee. The parties shall be entitled to reopen negotiations for the purposes of an improved dental program, which negotiations shall commence at least 90 days prior to the expiration of the current dental contract between the employer and the dental insurance carrier.
- 9.6 The Borough shall provide an orthodontic insurance plan to all regularly appointed and probationary full time employees of the Police Department and their families at no cost to the employee. Said plan will have a lifetime maximum benefit of \$1,500.00 (One Thousand Five Hundred Dollars).

Article X - Legal Defense

10.1 The Borough shall provide appropriate legal defense for all police officers covered under this agreement in accordance with the provisions of N.J.S.A. 40A:14-155.

Article XI - P.B.A. Rights

11.1 The Borough agrees to allow the posting of P.B.A. notices only on a bulletin board supplied by the P.B.A. in the police headquarters or an area of mutual agreement.

Article XII - Grievance Procedure

The Borough Police Chief or his designee shall recognize and deal with the members of the P.B.A. for the adjustment of any grievances, which may arise in accordance with the current procedures agreed upon by the governing body and the P.B.A., and any grievance committee as established by the respective associations.

12.1 Internal Grievance Procedures

Except as provided in Sub-section 12.7, the following procedure shall be followed with reference to internal grievances:

- A. All attempts shall be made to resolve any grievance in informal discussions and negotiations between the individuals involved the Association and the employer, by and through the Chief of Police or the employer's designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with contractual agreements.
- B. Upon a written complaint initiated by an individual employee, group or employees or by the association, which complaint shall be lodged by not more than 15 days from the happening of an event giving rise to a dispute with the Chief of Police, or employer's designee, or with the employer. Notice of said complaint shall be given to all interested or affected persons, including superior officers in the chain of command.
- C. Upon receipt of the grievance complaint, pursuant to the above paragraph, the association grievance committee shall review the same. If, in their opinion, no grievance exists, no further action shall be necessary. In the event that they find a grievance does exist, the committee shall so notify the Chief of Police or employer's designee within five (5) days of the filing of the grievance complaint. The parties shall meet and attempt to settle the matter. In the event a satisfactory settlement is reached, the same shall be reduced in writing, signed by all parties and implemented.
- D. If a settlement is not reached pursuant to Paragraph C above, then the Chief of Police or employer's designee and the chairperson of the employee's committee shall each file a written report of their findings of fact, conclusions and recommendations with the Police Chairperson or Mayor within ten (10) days of the meeting set forth in Paragraph C above. The Chairperson or Mayor shall then schedule a date for an informal hearing no later than ten (10) days from the receipt of said findings, conclusions and recommendations and shall notify interested parties in writing of said hearing date.

- E. Upon compliance with the requirements of Paragraph D, above, the Police Chairperson or Mayor, or employer's designee shall conduct a hearing at which time all interested persons, the Chief of Police, the Chairperson of the employer's grievance committee and the President of the P.B.A., shall also be present. The Police Chairperson or Mayor, or the employer's designee shall make all reasonable attempts to arrive at a settlement satisfactory to all parties. If said dispute is settled upon agreement of all parties, said agreement shall be reduced to writing and signed by all parties, including but not limited to the Police Chairperson, Mayor or employer's designee, Chief of Police, the chairperson of the employee's grievance committee, the President of the P.B.A. and all aggrieved parties. If the Police Chairperson, Mayor or employer's designee is unable to obtain an amiable written decision setting forth his decisions concerning the dispute, which written decision shall be served upon all interested parties.

12.2 Arbitration Process

The P.B.A. may institute arbitration proceedings within ten (10) days of the receipt of the decision of the Police Chairperson, Mayor, or employer's designee as set forth in Paragraph E of Section 12.1 by the written demand upon the employer specifying the nature of the unsettled grievance or other matter in dispute. Simultaneously therewith, the party demanding arbitration shall request the New Jersey Public Employees Relations Commission to present a list of the arbitrators from which the parties shall choose three names. The arbitrator finally chosen shall hear the arbitration in the manner set forth by NJPERC. The parties direct the arbitrator to decide as a preliminary question, whether he has jurisdiction to hear and decide matter in dispute.

- 12.3 Notwithstanding the foregoing, the arbitrator shall consider only the issues presented to him and shall not add or subtract from the other terms of the agreement. The decision of the arbitrator shall be in writing and shall include the reason for such findings.
- 12.4 The decision of the arbitrator shall be final and binding on the Association and the employer.
- 12.5 In the event of a change in the laws governing the New Jersey Public Employees Relations Commission, or its rules and regulations, which would in any way affect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the Public Employment Relations Commission to submit a list of nine arbitrators from which the parties may select an arbitrator. Alternately, each party shall strike one name until all but one name remains on the list, and that individual shall be the arbitrator of the issue or issues to be arbitrated. The costs of the arbitrator's services, if any, shall be borne equally by the

Employer and the Association. In the event this procedure is enacted, the Association shall have the right to strike the first name.

12.6 Where there is a dispute and pending the grievance procedures, work shall continue in a regular and orderly manner without interruption.

12.7 Statutory Right of Appeal

Nothing contained in this section shall alter, amend, change or affect any statutorily mandated right of appeal; including, review of disciplinary matters in Non-Civil Service Communities. NJSA 40A:14-147.

EMPLOYEES HIRED AFTER JANURARY 1, 2005 SALARY
SCHEDULE

Article XIII - Salary Schedule A

New Hires

Patrolman	2005	2006	2007	2008	2009
Start		3.85%	4.10%	4.30%	4.50%
<u>1st Year</u>	36,862.18	36,862.18	36,862.18	36,862.18	36,862.18
<u>2nd Year</u>	49,993.00	51,918.05	54,046.69	56,370.70	58,907.38
<u>3rd Year</u>	56,559.00	58,778.08	61,187.98	63,819.07	66,690.92
<u>4th Year</u>	63,125.00	65,555.04	68,242.80	71,177.24	74,380.22
<u>5th Year</u>	69,690.00	72,373.53	75,340.85	78,580.50	82,116.63
<u>6th Year</u>	76,258.00	79,194.28	82,441.24	85,986.21	89,855.59

Patrolman	2010	2011	2012	2013
	0.00%	2.5%	2.5%	3.5%
	<u>+900.00</u>			
<u>1st year</u>	36,862.00	38,683.55	39,650.63	41,938.53
<u>2nd year</u>	58,907.02	61,279.69	62,811.68	65,010.14
<u>3rd year</u>	66,643.77	69,209.86	70,940.10	73,423.00
<u>4th year</u>	74,380.52	77,140.03	79,069.53	81,836.96
<u>5th year</u>	82,116.10	85,069.00	87,195.72	90,247.57
<u>6th year</u>	89,855.21	93,001.59	95,326.62	98,663.05

Patrolman	2014	2015
	3.0%	3.5%
<u>1st year</u>	43,196.68	44708.56
<u>2nd year</u>	66,960.44	69304.05
<u>3rd year</u>	75,625.69	78,272.58
<u>4th year</u>	84,292.06	87,223.35
<u>5th year</u>	92,954.99	96,208.41
<u>6th year</u>	101,622.94	105.179.74

Article XIII - Salary Schedule For officer's hired after January 1, 2010

13.1 The Salary schedule shall be as follows:

PATROLMAN	2010 0%	2011 2.5% + 900.00	2012 2.5%
ACADEMY	28,000.00	28,000.00	28,000.00
1 st Year	36,862.00	38,683.55	39,650.64
2 nd Year	44,000.00	46,000.00	47,150.00
3 rd Year	58,907.02	61,279.69	62,811.68
4 th Year	66,643.77	69,209.86	70,940.11
5 th Year	74,380.52	77,140.03	79,068.54
6 th Year	82,116.10	85,069.00	87,195.72
7 th Year	89,855.21	93,001.59	95,326.62

Patrolman	2013 3.5%	2014 3.5%	2015 3.5%
ACADEMY	28,000.00	28,000.00	28,000.00
1 st Year	41,038.41	42,269.56	43,749.00
2 nd Year	48,800.25	50,264.26	52,023.51
3 rd Year	65,010.09	66,960.40	69,304.01
4 th Year	73,423.01	75,623.70	78,272.60
5 th Year	81,835.93	84,291.01	87,241.20
6 th Year	90,247.57	92,955.00	96,208.43
7 th Year	98,663.06	101,622.95	105,179.75

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	2010 0%	2011 2.5% +900.00	2012 2.5%
Sergeant	96,765.97	100,085.11	102,587.24
Lieutenant	103,454.03	106,940.38	109,613.89
Captain	110,519.15	114,182.12	117,036.68

	2013 3.5%	2014 3%	2015 3.5%
Sergeant	106,177.80	109,363.00	113,190.84
Lieutenant	113,450.37	116,853.88	120,943.77
Captain	121,132.96	124,766.95	129,133.79

Employees covered by this agreement and assigned to the detective division shall receive \$2,500.00 (Two Thousand-Five Hundred Dollars) per year to be placed into the base pay.

Employees covered by this agreement and assigned as a juvenile officer shall receive \$2,250.00 (Two Thousand-Two Hundred and Fifty Dollars) per year to be placed into the base pay

MEDICAL INSURANCE:

Beginning January 1, 2011 and ending December 31, 2015 the following deductions will be taken out of each officer's paycheck every two weeks for Insurance Co-Pays.

Every officer will pay \$30.00 per pay check for co-pays on health insurance.

This section of the PBA contract will end on December 31, 2015. Beginning with the next contract in 2016, all PBA members will contribute whatever that state of New Jersey has decided by law that should be contributed towards their health insurance coverage.

Article XIV - Longevity

14.1 All Members of the Haledon Police PBA shall receive longevity as follows:

After 4 Years	2%
After 8 Years	4%
After 12 Years	6%
After 16 Years	8%
After 20 Years	10%

Article XV - Clothing Allowance

15.1 The clothing allowance shall be \$800.00 (Eight Hundred Dollars) for the year 2010. Clothing allowance shall be payable by separate checks, one-half on April 15 and one-half on October 15 of each year. Effect December 31, 2010, the clothing allowance will be eliminated from the PBA contract

In the event of a uniform change, the cost thereof shall be born by the municipality. This is in addition to the clothing allowance. There shall also be reimbursement of \$175.00 (One Hundred Seventy Five Dollars) per incident to the police officer who sustains personal property damage that occurs in the line of duty

Article XVI - Reimbursement for Expenses

- 16.1 The Borough shall reimburse each officer for miles driven in his person vehicle while attending police related schools, meetings and courts at the rate of .25 cents (Twenty Five Cents) per mile.
- 16.2 The Borough shall reimburse such officer, from established petty cash, for personal expenses incurred when attending police related schools, with a maximum of \$7.00 (Seven Dollars) for tolls, lunch or other related incidental expenses. Each officer must submit appropriate receipts for said expenses prior to being reimbursed.
- 16.3 The Borough shall reimburse each officer, from established petty cash, for personal expenses incurred for prisoners in lock-up.
- 16.4 When a police officer from another municipality is conducting an out-of-town investigation in the Borough and is assisted by a member of the Haledon P.B.A., that member shall be paid for personal expenses which he incurs in providing such assistance. Such expenses shall be paid from established petty cash, with a maximum expense of \$7.00 (Seven Dollars). Each officer must submit appropriate receipts prior to being reimbursed.

Article XVII - Training

- 17.1 Every officer shall be required to qualify on the shooting range every 6 (six) months. Said qualifications shall be conducted using the officer's regular on duty time or no more than two hours paid overtime.
- 17.2 Every officer shall be required to take First Aid and C.P.R. training and shall be required to obtain certification in both forms of training. Said training and certification shall be conducted during the officer's regular on-duty time or no more that two hours paid overtime.

Article XVIII - Departmental Meetings

18.1 All officers shall be required to attend up to (12) twelve departmental meetings per calendar year without overtime pay or compensatory time off. However, for all additional department meeting conducted during the calendar year, whether called by the Chief of Police or other Borough officials, all officers who are off-duty shall be paid a minimum of 2 (two) hours overtime for each such additional departmental meeting. If any officer has scheduled vacation time, that officer shall notify the Chief or Deputy Chief of Police in writing a least seven days prior to the meeting.

Article XIX - Miscellaneous Benefits and Safety

- 19.1 The Borough agrees to equip all new police vehicles with AM/FM radios.
- 19.2. The Borough agrees to equip all new police patrol vehicle with security screens within 30 (Thirty) days of delivery.
- 19.3 The Borough agrees to equip all police vehicles with first aid kits, fire extinguishers, shotguns and all other related police equipment, which is generally considered standard equipment for a full-equipped patrol vehicle.
- 19.4 If an employee of the department alleges that a motor vehicle and/or equipment assigned for use is in an unsafe condition to operate, then the vehicle shall be inspected by the shift commander who shall decide whether or not that equipment or vehicles is in proper working order. The employee of the department about to use the motor vehicle is to inspect the same with a checklist and provide the same to the shift commander before commencing the tour.
- 19.5 All equipment which is not in proper working order and which cannot be repaired and brought into proper working order within a reasonable length of time shall be replaced.

Article XX - Deductions from Salary and Agency Shop

- 20.1 A. The Borough agrees to deduct from the salaries of its Employees subject to this agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 210, P.L. 1967, N.J.S.A. (R.S.) 52:14-15(e) as amended. Such monies together with records of any corrections shall be transmitted to the P.B.A. by the 15th of each month following the monthly pay period in which deductions were made.
- B. If, during the term of this agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough with new authorizations from its members, showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A., advising of such deduction.
- C. The P.B.A. will provide necessary "Check-Off Authorization" forms and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the P.B.A. To the Borough or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A., advising of such changed deduction.
- 20.2 Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the union within 30 (Thirty) days thereafter, any new permanent employee who does not join within 30 (Thirty) days after initial employment within the unit, and any permanent employee previously employed within the unit who does not join within 10 (Ten) days of re-entry into the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall not exceed 85 % of the majority representative fee as certified to the Borough by the P.B.A. The union may revise its certification of the amount of the representation fee at any time to reflect said changes.
- A. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by a successor agreement between the union and the employer.
- B. The Union agrees that it will indemnify and hold harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Union under this article.

- C. The P.B.A. shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the P.B.A. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

Article XXI - Past Practices, Maintenance of Benefits

21.1 It is agreed by the Borough that any item not discussed in this contract governed by prior agreement shall be maintained without alteration during the term of this present agreement. Moreover, all prior established practices maintained by the Borough during the term of the prior agreement should be maintained without alteration during the term of this present agreement.

ARTICLE XXII- MODIFICATIONS

22.1 Individual terms and conditions of this agreement may be amended, modified or terminated by mutual consent of the municipality and the Haledon P.B.A during the life of this agreement

ARTICLE XXIII – NO WAIVER

23.1 Except as otherwise provided in this agreement, the failure to enforce any provisions of this agreement or exercise one's right pursuant thereto, shall not be deemed a waiver thereof. This agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

XIV - Separability and Savings

24.1 If any provisions of this agreement or any application of this agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et. seq; however, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

Article XXV - Supremacy Over Department Rules and Regulations

25.1 "Departmental rules and regulations are hereby superseded where inconsistent with the terms of this contract." Said Rider attached hereto being the rules and regulation of the department.

ARTICLE XXVI - UNION BUSINESS

The P.B.A. President and the State Delegate of P.B.A Local #349 shall be excused from duty with pay to conduct official business, in accordance with the duties of the office of the P.B.A President and State Delegate of P.B.A. Local #349, provided that such release time does not interfere with the emergency requirements of the department.

Should the State PBA Delegate from Haledon PBA Local #349 be elected or appointed to the office of State PBA President, Executive Vice-President, Vice President, State PBA Financial Secretary, State PBA Treasurer or chosen by the State PBA President to serve as a liaison for the State PBA in any capacity within the New Jersey State PBA, such PBA Delegate shall be granted full leave from duty with full pay and benefits to conduct the business of that office.

The State PBA shall reimburse the Borough of Haledon the officer's gross salary (that which would normally be paid to the officer) during the member's term(s) in office. The Borough understands that reimbursement from the State PBA is contingent upon the State PBA amending its by-laws to permit such reimbursement. In the event that the State PBA fails to amend its by-laws to provide for such reimbursement, the Borough reserves its right to recall the officer to active duty and terminate the leave.

The officer taking leave under this provision shall accrue all benefits and seniority afforded to those members that are covered by the collective negotiations agreement between the Haledon PBA Local #349 and the Borough of Haledon, except vacation days, holidays, personal days and sick leave. Therefore, the officer shall not accumulate holidays, personal days and sick leave with the Borough of Haledon while taking leave under this provision. The officer will receive certain vacation days and personal days directly from the State PBA while taking leave under this provision. For the year in which the officer returns to active duty for the Haledon Police Department, the State PBA shall provide an accounting of all vacation days, holidays and personal days used by the officer during that year. The officer shall receive the vacation days, holidays and personal days due to him under the terms of the Haledon PBA Local #349 agreement with the Borough less any vacation days, holidays and personal days used while taking such leave under this provision.

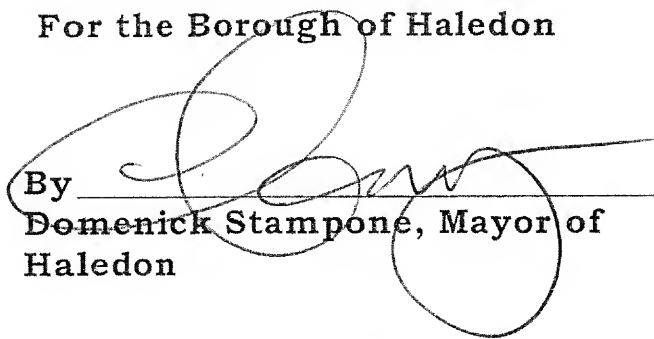
The State PBA, Haledon PBA and the officer taking leave under this provision shall provide the Borough with as much notice as possible in advance of the officer's anticipated return to active or retirement with the Borough of Haledon.

Article XXVII - Termination

27.1 This agreement shall terminate December 31, 2015.

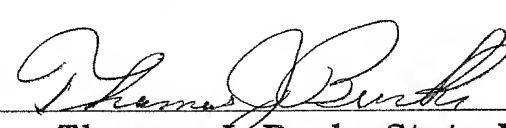
27.2 It is agreed that the negotiations for any succeeding contract shall commence as of September 2015

For the Borough of Haledon

By 
**Domenick Stampone, Mayor of
Haledon**

For the Haledon P.B.A.

By: 
**Angelo Daniele President P.B.A.
Local 349**

By 
**Thomas J. Burke State Delegate
PBA Local #349**

Dated: 5-15-10